

C O N T R A C T U A L A G R E E M E N T

between

Belleville Board of Education
THE BOARD OF EDUCATION OF THE TOWN
OF BELLEVILLE, IN THE COUNTY OF ESSEX

*and*BELLEVILLE SCHOOLS OFFICE PERSONNEL ASSOCIATION

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Labor Relations

SEP 18 1981

RUTGERS UNIVERSITY

PREAMBLE

This agreement is made and entered into on this 1st day of December, 1980, by and between the BOARD OF EDUCATION OF THE TOWN OF BELLEVILLE, IN THE COUNTY OF ESSEX, a body corporate (hereinafter referred to as the "Board"), and the BELLEVILLE SCHOOLS OFFICE PERSONNEL ASSOCIATION, a body corporate (hereinafter referred to as the "Association"), witnesseth:

WHEREAS, both parties have agreed to comply with all of the terms, conditions, and covenants contained in this Agreement, as required by the Laws of the State of New Jersey, particularly Chapter 123, Public Laws 1974,

NOW, THEREFORE, in consideration of the full and faithful performance by each of the parties hereto to all of the terms, conditions, and covenants herein contained, it is hereby agreed and understood between the Board and the Association, as follows:

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive and sole representative for collective negotiation for all personnel who are or may become members of the Association and who comprise the unit hereunder as follows:

12-Month Personnel:

Secretary to Assistant Superintendent for Personnel

Secretary to Assistant Superintendent for Curriculum

Payroll Bookkeeper

Purchasing Secretary

Secretary to the High School Principal

Secretary to the Junior High School Principal

Assistant Secretaries - Secretary/School Business Administrator

Assistant Bookkeepers

Secretary-Guidance - Senior High School

Secretarial Assistants- Junior High School

Secretarial Assistants- Senior High School

Secretary - Psychological Services

Secretary - Garden School

Data Processing Clerks:

1 - Senior High School

1 - Secretary/School Business Administrator's Office

10-Month Personnel:

Elementary School Secretaries

Assistant Secretary - Special Services

Secretarial Assistants - Junior High School

Secretarial Assistants - Senior High School

ARTICLE 11

BOARD RESPONSIBILITIES

The Board of Education reserves the right to the operation of the school system. The Board has the right to terminate employment in the manner provided by law and will hire from any source whatsoever.

All the rights, power or authority the Board had prior to the signing of this Agreement are retained by the Board, except those specifically abridged or modified by this Agreement, or any supplementary agreements that may hereafter be made by mutual consent of the parties.

Nothing herein shall be construed as limiting the Board of Education from discharging any of its obligations or responsibilities as prescribed by Title 18:A., nor a delegation of any of its statutory authority under the Laws of the State of New Jersey.

ARTICLE 111

INSURANCE PROTECTION

The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee enrolled under said Plan, including family-plan insurance coverage if the same is applicable.

The health-care insurance protection provided for in this Article shall be limited to and include only:

Blue Cross, Blue Shield - Rider J) STATE PLAN -
Blue Cross, Blue Shield "Carve-out Medicare" (Employee, or dependent, over age 65)) "State Health Benefits
Major Medical) Program

Dental: The Board shall provide, at its cost, dental coverage, through C. W. Bollinger Company (Mosecom), in accordance with proposal submitted providing for 80%/20% Basic and Major Services, 50% Orthodontic with \$25 deductibles and \$1,000 maximum benefit per insured, per year, and the Board to pay the premium for the individual employee only.

The Board will provide the necessary clerical work for any employee requesting family coverage, the premium for which will be deducted in ten equal installments from his or her pay check.

The Board shall make payment of insurance premiums for said health-care insurance protection for each person in its employ who enrolls for the full twelve-month period commencing September 1 and ending August 31 of the contract year. All coverage shall end 30 days after termination of employment and the obligations of the Board thereunder shall at such time come to an end. However, as to retired employees, the Board may service this coverage, if necessary, until the Pension Fund assumes the obligation for remitting payments of premium.

New persons, employed prior to August 20th, beginning employment on September 1 who elect to enroll are given coverage effective September 1. Persons coming into employment after August 20th are required to wait two months before coverage becomes effective.

ARTICLE IV

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Laws of 1974. Such negotiations shall begin not later than October 1st of the calendar year next preceding the calendar year in which this agreement expires or according to PERC timetable, if earlier.

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Copies of the budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during the working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

ARTICLE V

EVALUATION - OFFICE PERSONNEL, 12-MONTH

Non-tenure employees are to receive at least three written performance evaluations each year by the appropriate administrator, and they will sign and receive a copy of the original evaluation.

Tenure employees are to receive at least one evaluation each school year, signing and receiving a copy thereof.

All evaluations will be discussed by the administrator with the employee being evaluated and the employee shall have the right to comment in writing on the evaluation or discussion thereof.

ARTICLE VI

GRIEVANCE PROCEDURE

Definitions:

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

An "aggrieved person" is the person or persons making the claim.

The "parties of the grievance", are:

The person or persons making the grievance;

The person or persons representing the aggrieved individual or individuals;

The person or persons to whom the grievance applies,
and

The person or persons who are representing the individual or individuals against whom the grievance is presented.

Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees in the negotiating unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may therefore be reduced or waived by mutual consent.

GRIEVANCE PROCEDURE - Continued:

Level One:

An employee submitting a grievance shall first discuss it with her administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the person or persons to whom the grievance applies is an administrator above the Principal level, the employee informally should discuss the grievance with such administrator.

Level Two:

If the aggrieved person or persons is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, she may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent of Schools, or appropriate administrator.

Level Three:

If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the Superintendent or appropriate administrator, the aggrieved person or persons may within (5) school days thereafter request in writing that the Chairman of the PR&R Committee submit her grievance to the Board of Education. If the grievance is not settled at Level Three within 20 school days thereafter, the matter may be referred by either party in the form of a written request to the American Arbitration Association (AAA). AAA shall submit a list of ten names to the parties and if the agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, AAA shall appoint an arbitrator for the parties.

The decision of the arbitrator shall be advisory in nature. Costs of the arbitration shall be borne equally by both parties.

The time limits at any level of procedure may be waived by mutual consent.

MISCELLANEOUS

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest including witnesses, if any, and their designated or selected representative, as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

ARTICLE VII

EMPLOYEES' RIGHTS

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.*

The terms "eligible employees" or "eligible employee" herein, shall mean those persons covered by this Agreement.

There shall be no discrimination, interference, restraint, or coercion by the Board, or of its agents or representatives, against any eligible employee because of his membership in the Association or because of any lawful activities by such employee on behalf of the Association, and the Association, its members and its agents shall not discriminate against, interfere with, restrain, or coerce any employees who are not members of the Association.

Eligible employees have the right to expect to be informed about matters which could affect their employment.

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall note only identification of membership.

** Affiliates for this agreement shall be confined to:*

*Essex County Education Association
New Jersey Education Association
National Education Association*

ARTICLE VIII

ASSOCIATION RIGHTS AND PRIVILEGES

Representatives of the Association, the New Jersey Education Association, and the National Education Association may transact official Association business at all reasonable times in school buildings, without interfering with, or interrupting normal school operations. The Superintendent shall be given reasonable notice in advance of the time and place of all said meetings. No meeting shall be held without prior approval of the appropriate administrators, which approval shall not be unreasonably withheld.

The Association shall have the right to use the inter-school mail facilities and school mail boxes.

ARTICLE IX

SALARY GUIDES FOR YEARS 1980-81 AND 1981-82

GROUP CLASSIFICATIONS

GROUP 1:

*Secretaries to Assistant Superintendents
Payroll Bookkeeper*
Purchasing Secretary
Secretary to Senior High School Principal
Secretary to Junior High School Principal
Data Processing Clerks*

** Additional \$1,800 over guide for assignment as
Accounting Assistant*

GROUP 2:

*Assistant Bookkeepers
Assistant Secretaries - Office of Secretary/School Bus. Administrator
Secretary - Garden School
Secretary - Guidance
Secretary - Special Services*

GROUP 3:

Secretarial Assistants - Sr. and Jr. High Schools

10-MONTH:

*Elementary School Secretaries
Assistant secretary - Special Services
Secretarial Assistants - Sr. and Jr. High Schools*

ARTICLE IX

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SALARY GUIDES FOR YEARS 1980-81 AND 1981-82 CONTINUED:

YEAR 1980-81:YEAR 1981-82:

<u>STEP</u>	<u>GROUP 1</u>	<u>GROUP 2</u>	<u>GROUP 3</u>	<u>10-MONTH</u>	<u>STEP</u>	<u>GROUP 1</u>	<u>GROUP 2</u>	<u>GROUP 3</u>	<u>10-MONTH</u>
1	\$ 8,996	\$ 8,716	\$ 8,536	\$ 6,161	1	\$10,096	\$ 9,876	\$ 9,636	\$ 7,033
2	9,296	9,076	8,836	6,489	2	10,396	10,176	9,936	7,361
3	9,596	9,376	9,136	6,817	3	10,696	10,476	10,236	7,689
4	9,896	9,676	9,436	7,145	4	10,996	10,776	10,536	8,017
5	10,196	9,976	9,736	7,473	5	11,296	11,076	10,836	8,345
6	10,496	10,276	10,036	7,707	6	11,596	11,376	11,136	8,673
7	10,796	10,576	10,336	7,945	7	11,896	11,676	11,436	8,907
8	11,096	10,876	10,636	8,183	8	12,196	11,976	11,736	9,145
9	11,396	11,176	10,936	8,421	9	12,496	12,276	12,036	9,383
10	11,696	11,476	11,236	8,658	10	12,796	12,576	12,336	9,621
11	11,996	11,776	11,536	8,996	11	13,096	12,876	12,636	9,858
12	12,296	12,076	11,836	9,134	12	13,396	13,176	12,936	10,196
13	12,596	12,376	12,136	9,371	13	13,696	13,476	13,236	10,334
14	12,896	12,676	12,436	9,607	14	13,996	13,776	13,536	10,571
15	13,196	12,976	12,736	9,846	15	14,296	14,076	13,836	10,807
16	13,496	13,276	13,036	10,083	16	14,596	14,376	14,136	11,046
17	13,796	13,576	13,336	10,511	17	14,896	14,676	14,436	11,283
18	14,096	13,876	13,636	10,938	18	15,196	14,976	14,736	11,711
19	14,396	14,176	13,936	11,360	19	15,496	15,276	15,036	12,138
20	14,696	14,476	14,236		20	15,796	15,576	15,336	12,560
21	14,996	14,776	14,536		21	16,096	15,876	15,636	
22	15,296	15,076	14,836		22	16,396	16,176	15,936	
					23	16,696	16,476	16,236	

LONGEVITY, AS OF SEPTEMBER 1

<u>Service</u>	<u>Additional</u>
10 years, plus 1 day	\$100
15 years, plus 1 day	275
20 years, plus 1 day	300

ARTICLE X

SICK LEAVE

Sick leave is defined by Revised Statutes 18A:30-1 et seq. as follows:

"Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

ALLOWANCE FOR PERSONAL ILLNESS

	<u>Total Years of Service</u>	<u>Days Allowed for Illness</u>	
revised:	1 day through 10 years	12 month employee 10 month employee	12 full days 10 full days
	10 years & 1 day thru 15 years	20 full days	
	15 years & 1 day thru 20 years	25 full days	
	20 years & 1 day thru 25 years	30 full days	
	25 years & 1 day thru 30 years	60 full days	

After ten years of service, sick leave in excess of the above shall be at the discretion of the Board.

CERTIFICATE FOR PERSONAL ILLNESS

Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence exceeds five days, a doctor's medical report must be filed.

ABSENCE AFTER REPORTING FOR DUTY

Any person who must leave his duties because of personal illness after reporting for duty, will be paid for that day.

ACCUMULATED SICK LEAVE

Sick leave may be accumulated without limit in accordance with the provisions of State law governing accumulation of sick leave allowance for persons holding full-time office position or employment in the school district. Such accumulated sick leave shall under no circumstances place a person under tenure after three years of service.

SICK LEAVE - Continued:

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Revised: Terminal Pay on Basis of Sick Leave

Any employee with fifteen years or more service, or upon retirement may upon termination of employment receive the following compensation: \$15 per day of accumulated sick days up to a maximum of 100 days. This benefit shall only be paid once for each employee.

ARTICLE XI

EXCUSED ABSENCES

Death in Family

In case of death of the father, mother, husband, wife, child, grandchild, sister, brother, mother-in-law, or father-in-law of any employee, such employee will be excused for a period up to five consecutive days to attend the funeral of such deceased kin.

In case of death of grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such employee will be excused for a period up to three consecutive days to attend the funeral of such deceased kin.

One day's absence will be allowed to attend the funeral of an uncle, aunt, nephew, niece or cousin.

Excused Absences for Personal Reasons

If, for personal reasons, or for religious observance, a day's absence is necessary, an employee may be excused from his duties upon notice to the administrator concerned, subject to operational needs and considerations. Notice should be submitted at least two days before the requested absence unless an unanticipated emergency occurs which precludes such notice.

"Personal reasons" as herein defined is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal reasons, a green slip must be filed with the principal or appropriate administrator for his approval and ultimate approval by the Superintendent or appropriate administrator.

For personal reasons which are considered by an employee to be of such a nature as to be extremely confidential, a green slip must be marked, "personal reasons-confidential" and such green slip will be forwarded directly by the administrator to the Superintendent or appropriate administrator for consideration.

Twelve-month employees will be paid for a period not exceeding four days for excused absences during any school year. Ten-month employees will be paid for a period not exceeding three days for excused absences during any school year.

Absence for Jury Duty:

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

ARTICLE XII

LEAVES OF ABSENCE

The Board reserves the right to fix, at any time, the date of termination of employment of any pregnant employee. However, the Board will consider applications for continued employment after such date by any employee, provided, (1) a written doctor's opinion is submitted, certifying that such continued employment will not be injurious to the health of such employee or render her unable to perform her normal duties, and, (2) that the Board, under no circumstances, shall be responsible for any non-accidental injury or illness said employee may sustain during such continued employment.

Notification must be given to the Superintendent of Schools or appropriate administrator of the employee's intention to return to work no later than three months after the termination of the employee's pregnancy. Every effort will be made to reinstate the employee in a position upon receipt of such notification. However, depending upon staffing needs of the school system, it may be necessary to defer reinstatement of the employee until the beginning of the school year following receipt of said notification.

ARTICLE XIII

TRANSFER AND REASSIGNMENT

An employee desiring a transfer to another assignment shall make her request in writing to the appropriate administrator. Consideration shall be given to the individuals requesting transfer when positions become available.

Whenever possible, transfers shall be made on a voluntary basis. Involuntary transfers shall be the last recourse. The Board reserves the final right in making secretarial assignments.

The Superintendent or appropriate administrator shall discuss the transfer with the employee and her representative if she so desires and shall make the final assignment in writing.

ARTICLE XLV

JOB POSTING

All secretarial positions, whether for 10 or 12 months work year, shall be posted in all schools for a period of ten school days. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or appropriate administrator within the time limit specified in the notice, and the Superintendent or appropriate administrator shall acknowledge promptly, in writing, the receipt of all such applications.

Whenever there is a vacancy, and the position is to be eliminated, the secretarial organization will be notified within 30 days. However, if the position is to be filled, the Board will attempt to do so within 90 days.

Notice of eligibility for any vacancy which may occur during the summer months must be filed by June 15th indicating the whereabouts of the employee during such period.

ARTICLE XV

VACATION POLICY FOR TWELVE-MONTH SECRETARIAL AND CLERICAL PERSONNEL

1. More than six months, but less than one year's service - 1 week vacation with pay.

One through five years of service - 2 weeks vacation with pay.

2. In addition to the above, each employee will be granted one vacation day per year to be taken at a time agreeable to the administrator concerned so as to maintain maximum operating efficiency.

At the end of the initial five years, the five vacation days will become a third weeks vacation, effective the sixth year of employment.

However, from the sixth year through the tenth year, employees will earn vacation days on the same basis so as to achieve four weeks vacation commencing the eleventh year of service.

ARTICLE XVI

OVERTIME

Straight time will be paid up to 40 hours, and time and a half for over 40 hours.

DEDUCTIONS FROM SALARY:

Section 1. *Payroll deductions will be made for employee organizational dues, upon written authorization by the employee, in accordance with the Rules and Regulations of the State Department of Education.*

Section 2. *Representation Fee*

A. Purpose of Fee

If an employee, eligible for membership in this Association, does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

C. Deduction and Transmission of Fee

1. *Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph two below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.*

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

2. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above.

ARTICLE XVII - MISCELLANEOUS PROVISIONS - Continued:

INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (a) *The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and*
- (b) *If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.*

MEMBERSHIP AVAILABILITY AND DEMAND AND RETURN SYSTEM

Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Sections 2 (c) and 3 of the Act.

PRINTING AGREEMENT:

Copies of this Agreement shall be printed at the expense of the Board within a reasonable time.

ARTICLE XVIII

TERM OF CONTRACT

This agreement shall become effective on the first day of July, 1980, and shall remain in full force and effect for the period of two years, and shall expire on the 30th day of June, 1982.

IN WITNESS WHEREOF, The Board of Education of the Town of Belleville, in the County of Essex, and Belleville Schools Office Personnel, have caused these presents to be signed by their proper and duly-authorized officers, and their representative corporate seals affixed hereto, on the day and year herein above first written.

THE BOARD OF EDUCATION OF THE TOWN OF BELLEVILLE

/s/ Ernest Zoppi
President

ATTEST:

/s/ Mary B. Shader
Secretary

BELLEVILLE SCHOOLS OFFICE PERSONNEL

/s/ Ann DiRuggiero
President

ATTEST:

/s/ Alma Paganelli
Secretary

MEMORANDUM AGREEMENT - BELLEVILLE SCHOOLS OFFICE PERSONNEL ASSOCIATION - 1980-82

SIDE BAR AGREEMENT

It is understood and agreed that the hours of the 10-month elementary school secretaries will be extended until 4:00 P.M. beginning September 1, 1981.

ATTEST:

Mary B. Shader
MARY B. SHADER, Secretary

THE BOARD OF EDUCATION OF
THE TOWN OF BELLEVILLE

By: Ernest Zoppi
Ernest Zoppi, President

ATTEST:

Ann Pagan Di

BELLEVILLE SCHOOLS OFFICE
PERSONNEL

President

Ann Di Pagan

BELLEVILLE PUBLIC SCHOOLS

12 MONTH OFFICE PERSONNEL, CUSTODIAL AND MAINTENANCE CALENDAR

1981-1982

JULY 3, FRIDAY.....Independence Day Observance
SEPTEMBER 7, MONDAY.....Labor Day
OCTOBER 12, MONDAY.....Columbus Day Observance
NOVEMBER 12,13, THURSDAY, FRIDAY.....N.J.E.A. Convention
NOVEMBER 26,27, THURSDAY, FRIDAY.....Thanksgiving Recess
DECEMBER 24,25, THURSDAY, FRIDAY.....Christmas Observance
DECEMBER 31, JANUARY 1, THURSDAY, FRIDAY.....New Year's Observance
FEBRUARY 15, MONDAY.....Lincoln's Birthday
FEBRUARY 19, FRIDAY.....Washington's Birthday
APRIL 9, FRIDAY.....Good Friday
APRIL 12, MONDAY.....Easter Monday
MAY 31, MONDAY.....Memorial Day Observance